

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: Unknown

Filed:

Inventor(s): Chester L. Smitherman
Leo J. Peters III
Tuy Vu Mai

Title: Vehicle Based Data Collection and Processing System

Assignee: M7 Visual Intelligence, LP

Group Art Unit: Unknown

Examiner: Unknown

Mail Stop Patent Application
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

1. My residence, mailing address, and citizenship are as stated below next to my name.
2. I believe I am the original, first, sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Vehicle Based Data Collection and Processing System

the specification of which is attached hereto.

3. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

4. I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to the patentability of this application as defined by Title 37, Code of Federal Regulations, § 1.56 including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.
5. I hereby claim foreign priority benefits under 35 U.S.C. §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or plant breeder's rights certificate(s), §365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT International application having a filing date before that of the application on which priority is claimed:

NONE

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

60/412,504, filed September 20, 2002

6. I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) or 365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in § 1.56 which became available between the filing date of any prior application(s) and the national or PCT international filing date of this application:

NONE

7. I hereby appoint:

Jennifer S. Sickler	(Reg. No. 36,005)
Tim Headley	(Reg. No. 31,765)

Carol M. Nielsen	(Reg. No. 37,676)
Robert E. Holthus	(Reg. No. 50,347)
Kenneth R. Glaser	(Reg. No. 46,715)
Thomas C. Wright	(Reg. No. 47,189)

of the firm of GARDERE WYNNE SEWELL LLP, my attorneys with full power of substitution and revocation, to prosecute this application; to file and prosecute any divisional, continuation, continuation-in-part, and reissue patent applications; and to transact all business in the United States Patent and Trademark Office connected therewith; and to prosecute any international patent application filed thereon before any international authorities under the Patent Cooperation Treaty;

Send correspondence to: Jennifer S. Sickler
GARDERE WYNNE SEWELL LLP
1000 Louisiana, Suite 3400
Houston 77002-5007

and direct all telephone calls to: Jennifer S. Sickler at (713) 276-5382
Email: jsickler@gardere.com

Attorney Docket No. 127976-1000

8. I hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of Inventor: Chester L. Smitherman

Inventor's Signature: Chester L. Smitherman

Date: 17 Sept. 2003

Residence (City, State): HOUSTON, TX

Mailing Address: 9147 CARDWELL DR.

Citizenship: United States of America

Full name of Inventor: Tuy Vu Mai

Inventor's Signature: _____

Date: _____

Residence (City, State): _____

Mailing Address: _____

Citizenship: United States of America

Full name of Inventor: Leo Peters III

Inventor's Signature: _____

Date: _____

Residence (City, State): _____

Mailing Address: _____

Citizenship: United States of America

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Alexandria, Virginia 22313-1450

APPOINTMENT OF ATTORNEYS UNDER 37 CFR §§ 3.71 AND 3.73

As an officer of the assignee of the entire interest in the subject patent application, I appoint
the following members of the firm of GARDERE WYNNE SEWELL LLP:

Jennifer S. Sickler	(Reg. No. 36,005)
Tim Headley	(Reg. No. 31,765)
Carol M. Nielsen	(Reg. No. 37,676)
Robert E. Holthus	(Reg. No. 50,347)
Kenneth R. Glaser	(Reg. No. 46,715)
Thomas C. Wright	(Reg. No. 47,189)

as its attorneys with full power of substitution to prosecute this application and transact all business
in the Patent and Trademark Office.

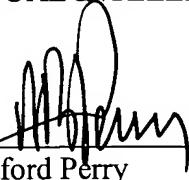
Pursuant to 37 CFR § 3.73, I have attached a copy of the Assignment from the inventor(s), Assignment from Visual Intelligence Systems, Inc., and Assignment from VISI Technology, Ltd..

Please direct all future correspondence and telephone calls regarding this application to:

Jennifer S. Sickler
GARDERE WYNNE SEWELL LLP
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
Telephone: (713) 276-5382
Fax: (713) 276-6382
Email: jsickler@gardere.com

I certify that the Assignments documents filed with the application or filed subsequent to the filing date of the application, have been reviewed. I certify that, to the best of my knowledge and belief, title is with M7 Visual Intelligence, LP.

M7 VISUAL INTELLIGENCE, LP



R. Bradford Perry
President

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, **Chester L. Smitherman**, and **Tuy Vu Mai** and hereby:

ASSIGN and SELL to Visual Intelligence Systems, Inc. ("the Assignee"), a Texas corporation, having a place of business at 510 Bering Drive, Suite 220, Houston, Texas 77057 U.S.A., its successors and assigns, the entire right, title and interest in and to our invention relating to a VEHICLE BASED DATA COLLECTION AND PROCESSING SYSTEM in and for the territory of the United States of America, and we hereby assign to Assignee, the application for United States patent therefor filed herewith entitled "Vehicle Based Data Collection and Processing System," and all United States patents granted therefor and all divisions, reissues, continuations, continuations-in-part and extensions thereof, and we hereby sell and assign to Assignee, its successors and assigns, the entire right, title and interest in and to the invention in and for all countries foreign to the United States of America, and we hereby covenant that we have full right so to do, and we agree that we will sign all lawful papers, execute all divisional, continuation, continuations-in-part and reissue applications, authorizations, assignments, and application papers, make all rightful declarations, affirmations, and oaths and generally do everything possible to aid Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for the invention in all countries throughout the world;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

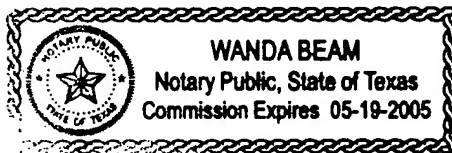
(Signature) Chester L. Smitherman Date 20 Sept. 2002
 Name: Chester L. Smitherman

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this 20th day of September, 2002, personally appeared **Chester L. Smitherman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[SEAL]



Wanda Beam
 Notary Officer

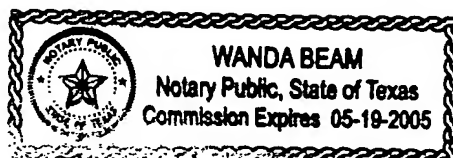
Signature: Tuy Vu Mai Date: 9/20/2002
 Name: Tuy Vu Mai

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this 20th day of September, 2002, personally appeared **Tuy Vu Mai**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[SEAL]



Wanda Beam
 Notary Officer

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, **Leo J. Peters, III** hereby:


ASSIGNS and SELLS to Visual Intelligence Systems, Inc. ("the Assignee"), a Texas corporation, having a place of business at 510 Bering Drive, Suite 220, Houston, Texas 77057 U.S.A., its successors and assigns, the entire right, title and interest in and to my invention relating to a VEHICLE BASED DATA COLLECTION AND PROCESSING SYSTEM in and for the territory of the United States of America, and I hereby assign to Assignee, the application for United States patent therefor filed herewith entitled "Vehicle Based Data Collection and Processing System," and all United States patents granted therefor and all divisions, reissues, continuations, continuations-in-part and extensions thereof, and I hereby sell and assign to Assignee, its successors and assigns, the entire right, title and interest in and to the invention in and for all countries foreign to the United States of America, and I hereby covenant that I have the full right so to do, and I agree that I will sign all lawful papers, execute all divisional, continuation, continuations-in-part and reissue applications, authorizations, assignments, and application papers, make all rightful declarations, affirmations, and oaths and generally do everything possible to aid Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for the invention in all countries throughout the world;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;


COVENANTS, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

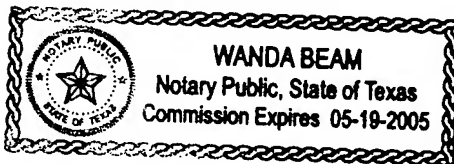
(Signature)  Date 5-26-02
Name: **Leo J. Peters III**

STATE OF TEXAS)
)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this 26th day of September, 2002, personally appeared **Leo J. Peters III**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.


Notary Officer

[SEAL]



ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, VISUAL INTELLIGENCE SYSTEMS, INC., a Texas corporation, having a place of business at 1505 Hwy. 6 South, Suite 380, Houston, Texas 77077, confirms that on August 19, 2002, it ASSIGNED all of its right, title, and interest to the following inventions and patent applications:

Serial No.	Date Filed	Title
10/244,980	9/17/2002	A METHOD OF USING A SELF-LOCKING TRAVEL PATTERN TO ACHIEVE IN-TRAVEL CALIBRATION OF REMOTE SENSORS
10/229,626	8/28/2002	RETINAL ARRAY COMPOUND CAMERA SYSTEM
10/247,441	9/19/2002	SYSTEM FOR MOSAICING DIGITAL ORTHO-IMAGES
60/412,504	9/20/2002	VEHICLE BASED DATA COLLECTION AND PROCESSING SYSTEM

to VISI TECHNOLOGY, LTD., a Texas limited partnership, having its registered office at Campbell & Riggs, 1980 Post Oak Boulevard, Suite 2300, Houston, Texas 77056, pursuant to the attached General Conveyance, Transfer and Assignment of Assets and Assumption of Specific Liabilities and Exhibit A attached thereto.

VISUAL INTELLIGENCE SYSTEMS, INC. hereby QUITCLAIMS and ASSIGNS any right, title, and interest it may have in and to its following inventions and patent applications:

Serial No.	Date Filed	Title
10/244,980	9/17/2002	A METHOD OF USING A SELF-LOCKING TRAVEL PATTERN TO ACHIEVE IN-TRAVEL CALIBRATION OF REMOTE SENSORS
10/229,626	8/28/2002	RETINAL ARRAY COMPOUND CAMERA SYSTEM
10/247,441	9/19/2002	SYSTEM FOR MOSAICING DIGITAL ORTHO-IMAGES
60/412,504	9/20/2002	VEHICLE BASED DATA COLLECTION AND PROCESSING SYSTEM

and all United States patents granted therefor and all divisions, reissues, continuations and

extensions thereof, and it hereby ASSIGNS to VISI TECHNOLOGY, LTD., its successors and assigns, the entire right, title and interest in and to the above inventions in and for all countries foreign to the United States of America, and it hereby covenants that it has the full right so to do, and it agrees that it will sign all lawful papers, execute all divisional, continuation and reissue applications; authorizations, assignments, and application papers, make all rightful declarations, affirmations, and oaths and generally do everything possible to aid VISI TECHNOLOGY, LTD., its successors, assigns and nominees, to obtain proper protection for the above inventions in all countries throughout the world.

TO BE BINDING on the assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignees.

VISUAL INTELLIGENCE SYSTEMS, INC.

By: _____

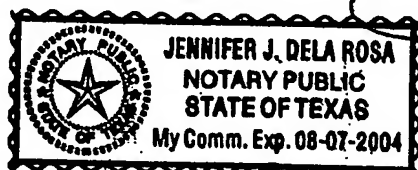
R. Bradford Perry
President

Date: 8/27/03

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on August 27, 2003 by R. Bradford Perry, President of Visual Intelligence Systems, Inc., a Texas corporation, on behalf of said corporation.



[SEAL]

Notary Public

Exhibit A

**GENERAL CONVEYANCE, TRANSFER
AND ASSIGNMENT OF ASSETS
AND ASSUMPTION OF SPECIFIC LIABILITIES**

This general conveyance, transfer and assignment of assets and assumption of specific liabilities ("Conveyance and Assumption") is by and among Visual Intelligence Systems, Inc., a Texas corporation ("Grantor"), VISI Technology, Ltd., a Texas limited partnership ("Grantee"), and D. John Ogren ("Ogren"), R. Bradford Perry, Suzanne Reedstrom, Chester Smitherman and Leo J. Peters III (Ogren and R. Bradford Perry, Suzanne Reedstrom, Chester Smitherman and Leo J. Peters III referred to collectively as "Creditors") which agree as follows:

1. **Introduction.** Grantor is transferring all of its technology and intellectual property assets to Grantee, and in accordance with this Conveyance, Grantor is transferring and Grantee is assuming specific liabilities and obligations of Grantor.

2. **Conveyance.** Grantor hereby conveys, grants, transfers, sets over, and confirms unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in the assets of Grantor set forth on Exhibit A attached hereto and incorporated by reference for all purposes.

TO HAVE AND TO HOLD such assets, properties and interest unto the Grantee, its successors and assigns, and for its use forever.

3. **Power-of-Attorney.** Grantor hereby irrevocably constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney of Grantor, with full power of substitution, in the name of Grantee or in the name of Grantor but on behalf of and for the benefit of the Grantee to institute and prosecute, in the name of Grantor or otherwise, all proceedings which Grantee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the assets, tangible and intangible, the rights and interests conveyed, transferred and delivered hereunder, to defend and compromise any and all actions, suits or proceedings in respect to any thereof; and to do all such acts and things in relation thereto as Grantee shall deem advisable. Grantor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Grantor or by its dissolution or in any manner or for any reason. Grantor further agrees that Grantee shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as interest in respect thereof, and Grantor agrees to pay to Grantee, when received, any amounts which shall be received by Grantor in respect of any account receivable or other assets or property to be transferred to Grantee as provided herein.

4. **Further Conveyances.** Grantor covenants and agrees with Grantee that Grantor will, whenever and as often as required to do so by Grantee, its successors and assigns, do, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Grantee, its successors and assigns, and to put Grantee, its successors and assigns, in possession of any property conveyed, transferred and delivered hereunder, and in the case of contracts, leases and other property rights or interests, if any, which cannot be transferred effectively without the consent of third parties

to use its best efforts to obtain such consents and to take such other action as may be reasonably necessary to assure to Grantee, its successors and assigns, all rights and benefits thereof.

Grantor agrees to defend, at Grantor's sole cost and expense, any and all actions and proceedings brought against Grantee with respect to matters arising out of or in any way connected with this Conveyance.

5. Assumption of Specific Indebtedness. Grantee hereby assume only those debts, obligations, liabilities, causes of action and claims against Grantor which are set forth on Exhibit B and does not assume any liabilities, causes of action and claims against Grantor of any manner or nature whatsoever and howsoever arising which are not set forth on Exhibit B.

6. Acknowledgment and Release. (a) Ogren holds a security interest in all the assets of VISI, as evidenced by the Collateral Assignment and Security Agreement effective December 1, 2000, attached hereto as Exhibit C. Ogren hereby acknowledges and consents to this Conveyance and, upon the execution of this Conveyance, Ogren hereby covenants and agrees to execute the appropriate form required for recordation which releases his security interest in all assets of VISI other than those described in Exhibit A. Such release shall have no effect on the security interest held by Ogren on the assets that are the subject of this Conveyance, and shall be limited strictly to those assets of VISI that are not listed on Exhibit A.

(b) Creditors, individually and collectively, hereby acknowledge and consent to this Conveyance and, upon execution of this Conveyance by Grantor and Grantee, hereby covenant and agree to release Grantor from any and all liability for the indebtedness to Creditors set forth on Exhibit B.

7. Notices. Any and all notices permitted or required to be given under the terms of this Conveyance shall be in writing and may be served by mail, postage prepaid, and addressed to the party to be notified at the appropriate address specified below, or by delivering the same in person to such party, or by prepaid telegram, addressed to the party to be notified at such address. Any notice given in any authorized manner shall be effective only if and when received. The mailing addresses of the parties are as follows:

<u>Party</u>	<u>Address</u>
Grantor	510 Bering Drive, Suite 220 Houston, TX 77057-1457 Facsimile: (713) 917-8301 Att: Robert L. Bitterli
Grantee	1980 Post Oak Blvd. Suite 2300 Houston, Texas 77056 Facsimile: (713) 621-5453 Attn: Carole R. Riggs

The above addresses may be changed by any party by notice given in the manner provided in this Section 7.

8. Choice of Law. This Conveyance and Assumption shall be construed and enforced in accordance with the substantive laws of the State of Texas. The parties hereto agree that should any suit, action or proceeding arising out of this Conveyance and Assumption be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Conveyance and Assumption), such suit, action or proceeding shall be instituted only in a state or federal court in Harris County, Texas. Each of the parties hereto consents to the in personam jurisdiction of any state or federal court in Harris County, Texas and waives any objection to the venue of any such suit, action or proceeding. The parties hereto recognize that courts outside Harris, County, Texas may also have jurisdiction over suits, actions or proceedings arising out of this Agreement, and in the event that any party hereto shall institute a proceeding involving this Agreement in a jurisdiction outside Harris County, Texas, the party instituting such proceeding shall indemnify any other party hereto for any losses and expenses that may result from the breach of the foregoing covenant to institute such proceeding only in a state or federal court in Harris County, Texas, including without limitation any additional expenses incurred as a result of litigating in another jurisdiction, such as reasonable fees and expenses of local counsel and travel and lodging expenses for parties, witnesses, experts and support personnel.

9. Alternative Dispute Resolution.

IN THE EVENT THE PARTIES BECOME INVOLVED IN DISPUTES IN CONNECTION WITH THIS AGREEMENT, THE PARTIES HERETO, WITH RESPECT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT AGREE TO BE BOUND BY THE TERMS AND PROVISIONS OF THE FOLLOWING ARBITRATION PROVISIONS PURSUANT TO WHICH ANY AND ALL DISPUTES SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION UPON THE REQUEST OF ANY PARTY.

(a) Dispute Resolution. The parties hereto agree that, except for the remedy set forth below with respect to injunctive hereof, prior to the institution of any arbitration or litigation among the parties over a provision of this Agreement, the party seeking to resolve the dispute (the "Plaintiff") will submit such claim to nonbinding mediation. The Plaintiff shall notify in writing the other parties against whom such mediation is sought (the "Defendants"), describe the nature of such claim, the provision of this Agreement which has been violated by the Defendants, and the material facts surrounding such claim. If the parties are unable to agree on a mediator, the Plaintiff shall appoint one mediator and the Defendants shall appoint one mediator. Such mediators shall be appointed within 30 days of the date of the foregoing described notice. Within 30 days of appointment, such mediators shall appoint a third mediator. Each party appointing a mediator shall bear all cost and expenses associated with such mediator, and the costs and expenses associated with the third mediator (or the first mediator if one is agreed upon) shall be borne equally by the parties. Within 30 days of the appointment of the foregoing described mediator(s), the Plaintiff and Defendant shall hold a mediation hearing before such mediator(s) at such time and place as the Plaintiff and Defendant may agree. At such mediation hearing, the Alternative Dispute Resolutions provisions of the Revised Civil Statutes of Texas shall apply.

(b) **Arbitration.** After mediation, and subject to injunctive relief, any claim, dispute or other disagreement (each, a "Dispute") arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be finally settled by arbitration in accordance with the terms of this Paragraph, provided that any party shall in any event have the right to seek and obtain equitable relief during the pendency of such Dispute pursuant to Paragraph 9(c) below. In the event of any Dispute, any party may serve written notice of such Dispute on any other party and each party to such Dispute shall undertake in good faith to resolve such Dispute. If the parties cannot agree to resolve such Dispute within 15 days after such written notice, any party to such Dispute may, by further written notice (the "Arbitration Notice") to the other party, commence an arbitration proceeding by bringing the Dispute to one arbitrator or to an arbitration panel selected as provided below. Disputes shall be decided by a single arbitrator, unless the parties cannot agree within ten days on a single arbitrator, in which case they shall choose an arbitration panel composed of three arbitrators, one arbitrator to be selected by the party who sent the Arbitration Notice, a second arbitrator to be selected by the other adverse party (expressly provided that Company may choose the second arbitrator if it is not the sender of the Arbitration Notice), and the third arbitrator (the "Independent Arbitrator"), who will be the Chairman of the arbitration panel, to be appointed by the first two arbitrators. In the event the first two arbitrators fail to agree on the appointment of the Independent Arbitrator within 15 days, the Independent Arbitrator shall be appointed on request of any party hereto by any state district court judge in Harris County, Texas. In the event that any arbitrator shall resign, be unable or otherwise fail to perform his or her duties, each party shall immediately notify the other parties of such resignation, inability or failure, and a replacement shall immediately be selected by the party who selected such arbitrator in the first instance, or, if the arbitrator to be replaced is the Independent Arbitrator, then the parties shall attempt in good faith to appoint a mutually agreeable replacement Independent Arbitrator. If the parties fail to agree on such replacement within 15 days, either party may request that any state district court judge in Harris County, Texas to appoint such replacement Independent Arbitrator. The arbitrator or the arbitration panel shall conduct the arbitration in accordance with the Rules of Arbitration of the American Arbitration Association then in effect, except to the extent such rules are inconsistent with the provisions of this Paragraph. The parties shall prepare in writing a statement of their positions, together with counterclaims, with supporting facts, data, and affidavits, if any, and shall submit such statement to the arbitrator, or arbitration panel within 15 days after selection, but, in any event, within 45 days after service of the Arbitration Notice. The arbitrator or the arbitration panel shall give all parties the opportunity to make an oral presentation to the arbitrator or the arbitration panel in the presence of the other party, if either party so requests. The parties shall have, for a period of 120 days after service of the Arbitration Notice (the "Discovery Period"), all rights of discovery provided by the Texas Rules of Civil Procedures then obtaining, except, unless otherwise agreed, that all responses to discovery requests shall be served within 10 days of such discovery request, and no discovery request may be served after the date 10 days before the termination of the Discovery Period. The arbitrator or the arbitration panel shall assume exclusive jurisdiction over the Dispute, may order interim equitable relief (which shall be specifically enforceable as if it were a final Award, as hereinafter defined), and shall be required to make a final binding determination (the "Award"). The Award shall not be subject to appeal or to review by any court or administrative body except as set forth in Section 10(a) of the Federal Arbitration Act,

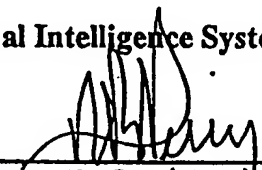
codified as 9 U.S.C.A. Section 10(a) (West Supp. 1997). The Award shall determine (i) whether each party's obligations under this Agreement were met and (ii) what damages or remedies (which may include final equitable relief) are due under the terms of this Agreement. The agreement to arbitrate contained in this Paragraph shall be specifically enforceable under the prevailing arbitration law, and shall survive termination of this Agreement. Judgment upon the Award rendered by the arbitrator or the arbitration panel may be entered in accordance with applicable law in any court having jurisdiction therefor. Each party shall bear its own costs and expenses for arbitration, subject to reimbursement as determined by the arbitrator or the arbitration panel in the Award. Arbitration shall, unless the parties otherwise agree in writing, take place in Houston, Texas.

(c) Nothing contained in this Paragraph shall preclude, or be deemed, construed or interpreted to preclude, any party from seeking interim equitable relief from a court of competent jurisdiction against the other party, where circumstances so require, except that no party shall be entitled to seek a stay of any arbitration proceeding brought hereunder. The parties agree that, upon the application of any of the parties, and whether or not an arbitration proceeding has yet been initiated pursuant to this Paragraph, all courts having jurisdiction are hereby authorized to (i) issue and enforce in any lawful manner such temporary restraining orders, preliminary injunctions and other interim measures of relief as may be necessary to prevent harm to a party's interests or as otherwise may be appropriate pending the conclusion of arbitration proceedings pursuant to this Paragraph, and/or (ii) enter into and enforce in any lawful manner such judgments for permanent equitable relief as may be necessary to prevent harm to a party's interests or otherwise may be appropriate following this issuance of the Award.

EXECUTED to be made effective as of August 14, 2002.

Grantor:

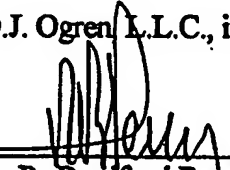
Visual Intelligence Systems, Inc.


By: 
Name: R. Bradford Perry
Title: EXECUTIVE VICE PRESIDENT

Grantee:

VISI Technology, Ltd.

By: D.J. Ogren, L.L.C., its sole general partner

By: 
Name: R. Bradford Perry
Title: Vice President


D. John Ogren, by Carole R. Riggs,
Attorney in Fact



R. Bradford Perry



Chester Smitherman



Leo J. Peters III

Suzanne Reedstrom

R. Bradford Perry

Chester Smitherman

Leo J. Peters III

Suzanne C. Reedstrom
Suzanne Reedstrom

Exhibit A

DESCRIPTION OF ASSETS

All rights, titles and interests of Grantor now owned or hereafter acquired in and to any and all intellectual property of Grantor, including without limitation, software [including object and source codes], websites, any and all patents, patent applications, copyrights, copyrighted materials, trademarks, trade names and symbols and all tangible property evidencing or containing such intangibles, and more particularly described below.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, VISI Technology, Ltd., a Texas limited partnership, having its registered office at Campbell & Riggs, 1980 Post Oak Boulevard, Suite 2300, Houston, Texas 77056, hereby:

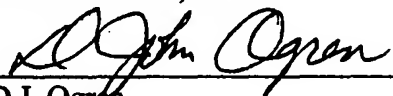
ASSIGNS and SELLS to M7 VISUAL INTELLIGENCE, LP, a Delaware limited partnership, having a place of business at 10823 N.E. Entrance Rd., San Antonio, Texas 78216, its successors and assigns, the entire right, title and interest in and to its following inventions and patent applications:

Serial No.	Date Filed	Title
10/244,980	9/17/2002	A METHOD OF USING A SELF-LOCKING TRAVEL PATTERN TO ACHIEVE IN-TRAVEL CALIBRATION OF REMOTE SENSORS
10/229,626	8/28/2002	RETINAL ARRAY COMPOUND CAMERA SYSTEM
10/247,441	9/19/2002	SYSTEM FOR MOSAICING DIGITAL ORTHO-IMAGES
60/412,504	9/20/2002	VEHICLE BASED DATA COLLECTION AND PROCESSING SYSTEM

and all United States patents granted therefor and all divisions, reissues, continuations and extensions thereof, and it hereby sells and assigns to M7 VISUAL INTELLIGENCE, LP, its successors and assigns, the entire right, title and interest in and to the above inventions in and for all countries foreign to the United States of America, and it hereby covenants that it has the full right so to do, and it agrees that it will sign all lawful papers, execute all divisional, continuation and reissue applications, authorizations, assignments, and application papers, make all rightful declarations, affirmations, and oaths and generally do everything possible to aid M7 VISUAL INTELLIGENCE, LP, its successors, assigns and nominees, to obtain proper protection for the above inventions in all countries throughout the world.

TO BE BINDING on the assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignees.

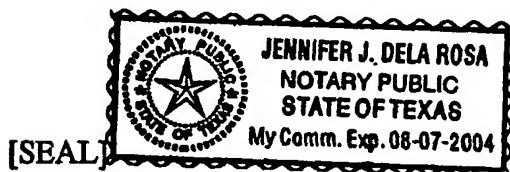
VISI TECHNOLOGY, LTD.


By: 
D.J. Ogren
President of D.J. Ogren, LLC,
the General Partner of VISI Technology, Ltd.

Date: 8/27/2003

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on August 27, 2003 by D.J. Ogren, President of D.J. Ogren, LLC, the General Partner of VISI Technology, Ltd., a Texas limited partnership, on behalf of said partnership.




Notary Public